



**TANA WATER WORKS DEVELOPMENT AGENCY**

**PROVISION OF GENERAL INSURANCE SERVICES**

**TWWDA/T/008/2022-2024**

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**CLOSING DATE: Wednesday, 12<sup>th</sup> October 2022 at 10.00 am**



**TWWDA IS ISO9001:2015 CERTIFIED**

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## Introduction

- 1.1 This document has been prepared for framework agreement. The winning bidders will be awarded for invites sealed tenders from eligible and competent Insurance firms for Group General Insurance Services and General insurance services, for the years 2022-2024, with one (1) year renewable contract subject to satisfactory performance.
- 1.2 The document includes a form for invitation for tender, instructions to candidates and a letter of application with attached forms for candidates to complete.

***NB: The criteria in SECTION V must be met before a bidder qualifies for the financial evaluation.***

## SECTION I : TENDER NOTICE

**Tender No. TWWDA/T/008/2022-2024**

**Tender Name: PROVISION OF GENERAL INSURANCE SERVICES**

1. Tana Water Works Development Agency (TWWDA) hereinafter referred as “Procuring entity” intends to invite tenders from eligible and competent Insurance firms for provision of General insurance services, for FY 2022-2024, for one (1) year renewable subject to satisfactory performance;
2. Tender is open to all candidates as indicated in Appendix II
3. Eligible candidates may obtain hard copies of the bid documents from TWWDA’s Procurement Office during normal working hours upon payment of a Non Refundable fee of Kshs.1000 cash or Bankers cheque or download for free from the website [www.tanawwda.or.ke](http://www.tanawwda.or.ke) or **IFMIS tender portal <http://supplies.treasury.go.ke>**
4. Prices quoted should be inclusive of all taxes and delivery costs, must be in Kenya Shillings, and shall remain constant for at least 12 months following the signing of the framework contract with the winning bidder.
5. Applications for registration must be submitted enclosed in plain sealed envelopes marked with the registration name and reference number and deposited in the **pre-qualification Box at Tana Water Works development agency, P. O. Box 1292 – 10100 NYERI, Maji House, Baden Powell Road**, addressed to the **Chief Executive Officer, Tana Water Works Development Agency** so as to be received on or before **Wednesday, 12<sup>th</sup> October 2022 at 10.00 am.**
6. The tender will be opened on **Wednesday, 12<sup>th</sup> October 2022 at 10.00 a.m.** at the **TWWDA Boardroom** in the presence of the candidates or their representatives who choose to attend.

**Chief Executive Officer  
Tana Water Works Development Agency  
Maji House, Baden Powell Road  
P.O. Box 1292- 10100  
Nyeri  
Tel. No: 061-2032282**

### **NB:**

1. Communication to bidders shall be through TWWDA official email and/or official letter. Any telephone calls by persons purporting to be representatives of TWWDA should be verified and confirmed through TWWDA hot line numbers 0774-692254.
2. Tana Water Works Development Agency does not levy any fees in order to award tenders.

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services required for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 TWWDA employees, Board of Management and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that have been engaged by the TWWDA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the TWWDA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for a hard copy of the tender document shall be Kshs.1,000/=
- 2.2.3 TWWDA shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and the addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- a) Instructions to Tenderers
  - b) General Conditions of Contract
  - c) Special Conditions of Contract
  - d) Schedule of Requirements
  - e) Details of Insurance Cover
  - f) Form of Tender
  - g) Price Schedules

- h) Contract Form
- i) Confidential Business Questionnaire Form
- j) Tender security Form
- k) Performance security Form
- l) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the TWWDA by post, fax or by email at the TWWDA's address indicated in the Invitation for Tenders. TWWDA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the TWWDA. Written copies of the TWWDA response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 TWWDA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference, where allowed in the evaluation of tenders, shall not exceed 15%

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, TWWDA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax, or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, TWWDA, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and TWWDA, shall be written in the English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5.

2.9.4 The tender validity period shall be **180 days** from the date of closing/submission of the tender.

## **2.10. Tender Currencies**

Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to instructions to tenders.

## **2.11. Tenderers Eligibility and Qualifications**

Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to TWWDA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be 2% of the total bid price from a reputable bank valid for **210 days** from the date of tender submission.
- 2.12.3 The tender security is required to protect TWWDA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee issued by a commercial bank holding a current license from the Central Bank of Kenya, in the form provided in the tender documents or any other form acceptable to TWWDA and valid for thirty (30) days beyond the validity date of the tender
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the TWWDA as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
  - (b) In the case of a successful tenderer, if the tenderer fails:  
To sign the contract in accordance with paragraph 2.28 or to furnish performance security in accordance with paragraph 2.29
  - (c) If the tenderer rejects the correction of an arithmetic error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid **for 180days** after the date of tender submission pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the TWWDA as non-responsive.



2.13.2 In exceptional circumstances, the TWWDA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

#### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the C.E.O, TWWDA at the address given in the Invitation to Tender.
- (b) Bear the tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Wednesday 12<sup>th</sup> October 2022 at 10.00 am local time.**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, TWWDA will assume no responsibility for the tender's misplacement or premature opening.

#### **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by TWWDA at the address specified under paragraph 2.15.2 not later than **Wednesday 12<sup>th</sup> October 2022 at 10.00 am local time.**

2.16.2 TWWDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights

and obligations of TWWDA and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the TWWDA as provided for in the appendix on page 14.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by TWWDA prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by post or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18 Opening of Tenders**

2.18.1 The Procuring Entity will **open** all tenders in the presence of tenderers' representatives who choose to attend, after **Wednesday 12<sup>th</sup> October 2022 at 10.00 am local time** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as TWWDA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Each leaf of the tender document shall be systematically paginated.

2.18.4 TWWDA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders TWWDA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and

the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by a tenderer to influence TWWDA in the tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderer's bid.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 TWWDA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis.

(a) If there is a discrepancy between the unit price and the total price (if any) that is obtained by multiplying the unit price and quantity, the unit price shall prevail.

(b) If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited.

(c) If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 TWWDA may waive any minor error/s in a tender that does/does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, TWWDA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. TWWDA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by TWWDA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.21. Conversion to the single currency**

2.21.1 Where other currencies are used, TWWDA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 TWWDA will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 TWWDA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph (a) Operational Plan evaluation methods will be applied

TWWDA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the TWWDA's required delivery time will be treated as non-responsive and rejected.

2.22.4 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

## **2.23. Contacting the Procuring Entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the TWWDA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the TWWDA in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the tenderer's tender.

## **2.24 Post-qualification**

2.24.1 TWWDA will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as TWWDA deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for the award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event; TWWDA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 TWWDA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment, and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for the procurement
- (c) Shall not be insolvent, in receivership, bankrupt, or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26 TWWDA's Right to accept or Reject any or all Tenders**

2.26.1 TWWDA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the TWWDA's action. If TWWDA determines that none of the tenders is responsive, TWWDA shall notify each tenderer who submitted a tender.

2.26.2 TWWDA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, TWWDA will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and TWWDA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the TWWDA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as TWWDA notifies the successful tenderer that its tender has been accepted, TWWDA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Notification of Award, the successful tenderer shall sign and date the acceptance of the award and return it to TWWDA.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to TWWDA.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TWWDA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 TWWDA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 TWWDA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

### Appendix to Instructions to Tenderers

The following information for the procurement of General Insurance Services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Eligible tenderers shall be Kenyan registered Brokerage facilitating Insurance, with a valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya
2.4.3	Preference not applicable
2.12	shall be 2% of the total bid price from a reputable bank valid for 210 days from the date of tender submission
2.14.2	The number of copies to be submitted shall be two (one original and one copy) the copies must be signed.
2.15.1	Bidder to submit both the ORIGINAL and a SIMILAR COPY of a completed bid to the Procuring entity with all the attachments as required.
2.15.2 (b)	The tender shall be closing on <b>Wednesday 12th October 2022 at 10.00 am local time.</b>
2.16.1	Not later than 10.00 am local time on <b>12<sup>th</sup> October 2022</b>
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement office and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered on or before the indicated closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.18.1	After 10.00 a.m. local time on <b>12<sup>th</sup> October 2022</b>
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of the contract shall be taken into account.
2.23	Tender prices shall be in Kenya Shillings

	(KES)
2.29.1	The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to TWWDA of 10% of the contract price.
4.3	Not applicable for this tender



## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between TWWDA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to TWWDA under the Contract.
- (d) “TWWDA” means Tana Water Works Development Agency, the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of another part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without TWWDA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information

furnished by or on behalf of TWWDA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2 The Contractor shall not, without the TWWDA's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of TWWDA and shall be returned (all copies) to the TWWDA on completion of the contract's or performance under the Contract if so required by the TWWDA.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify TWWDA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within thirty days (30) days of receipt of the notification of Contract of award from the procuring entity the successful tenderer shall furnish to TWWDA the performance security where applicable in the amount specified in SCC.
- 3.6.2 The proceeds of the performance security shall be payable to TWWDA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to TWWDA and shall be in the form of:
  - a) A Bank guarantee.
- 3.6.4 The performance security will be discharged by TWWDA and returned to the tenderer not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of Services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by TWWDA in the schedule of requirements and the special conditions of the contract.

### **3.8. Payment**

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.

3.82. Payment shall be made promptly by TWWDA, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

### **3.9. Prices**

3.9.1 Prices charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the TWWDA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price

3.9.4 Price variation requests shall be processed by TWWDA within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with TWWDA's prior written consent.

### **3.11. Termination for Default**

3.11.1 TWWDA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by TWWDA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of TWWDA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event TWWDA terminates the contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to TWWDA for any excess costs for such similar services. However, the contractor shall continue the performance of the contract to the extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 TWWDA may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to TWWDA.

### **3.13. Termination for Convenience**

3.13.1 TWWDA by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the TWWDA convenience, the extent to which performance of the contract is terminated, and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination TWWDA may elect to cancel the services and pay the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 TWWDA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the effective date of the notice, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

**4.1** Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 4.2 Tendering Notes

- 4.2.1 The Tenderer is required to check the number of pages and should any be found to be missing or in duplicate or the figure or writing indistinct, the Fund must be informed at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, the meaning of any item, word, or figure for any reason whatsoever, or observe any apparent omission of words or figures, he must inform TWWDA in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes that should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bound and TWWDA shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.
- 4.2.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.
- 4.2.7 The insurance firm shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt responses to queries on policy wording and interpretation. ***Please note that this will form part of TWWDA's assessments on performance through the contract period and failure to meet the above may jeopardize future business with TWWDA. Any Insurance underwriter with past adverse service in terms of premium remission shall be eliminated at a preliminary stage.***
- 4.2.8 The duration of the contract shall be one (1) year renewable on the due date and subject to an annual performance appraisal of the service provider and the provision of a revised list of requirements by the TWWDA. TWWDA also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance underwriter.

- 4.3** The tender is open to underwriters for direct participation and they shall be evaluated based on their applicable evaluation criteria as shown below. The award of the contract will be based on categories, meaning that different insurance firms may be awarded different lots in the tender.

#### 4.4. EVALUATION CRITERIA

##### STAGE ONE

1.	MANDATORY REQUIREMENTS	Yes	No	Remarks
	The Underwriter shall meet the following conditions and MUST submit copies of relevant documents:			
	a. Must be registered with the Insurance Regulatory Authority (IRA) for the current year and a copy of the current license must be submitted.			
	b. Must attach a copy of current membership certificate with the Association of Kenya Insurers (AKI).			
	c. Evidence/proof of having done annual gross premiums in any of the previous 3 years of not less than Ksh350 Million.			
	d. Evidence/proof of the underwriter having paid-up capital of at least Ksh150 Million (authenticated by IRA)			
	e. Must submit copies of the audited accounts for the last three years which must be signed by the auditor and the director) with a current ratio of 2:1 at least for the 3rd year.			
	Submission of valid documents listed here below:-			
	i) Valid Tax Compliance Certificate			
	ii) The firm`s KRA PIN certificate			
	iii) Certificate of Incorporation/Registration signed and stamped.			
	iv) Registration with the local authority.			
	v) Must clearly indicate the physical location, mobile number/s, and landline/s where applicable.			
	vi) Submit a duly `filled up` form of tender` in the format provided in this document, addressed to Tana Water Works Development Agency. The terms under the form of registration shall be valid for <b>180 days</b> .			
	f. Current membership certificate with Association of Kenya Insurers (AKI)/Association of Insurance Brokers of Kenya (AIBK). A valid copy must be attached			
	g. Evidence/proof of operating Insurance business for the last three (3) years			
	h. Evidence/of having insured at least three (3) companies in the last five (5) years. Each of the insured companies should have not less than 200 principals/employees			
	i. Bank Guarantee of 2% of the bid amount from a reputable bank valid for <b>210 days</b> from the closing date of the tender.			
	j. Proof of Re-insurance treaties			
	k. Company profile and key staff CVs including at least one medical personnel.			
	l. Original copy of a `current CR12` (Less than 3 months old from the date of tender submission) certificate (Registrar of Companies` system generated document)- (applies for Companies only)			



	m. NSSF Compliance certificate;			
	n. The bid document/s is to be systematically paginated.			
	<p><b>Any evaluated Bid(s), which do not satisfy any of the above requirements, shall be rejected and shall not be considered further.</b></p> <p><b>Reasons for disqualification (if any)</b></p> <p>.....</p> <p>.....</p>			

**The criteria under 4.4 shall be on a “Yes” or “No” basis. Tenders, which do not satisfy any of the above requirements, shall be rejected and shall not be considered further.**

**STAGE 2 – OTHER REQUIREMENTS**

**In this stage, bidders are to be evaluated on marks. Any bidder who does not achieve at least 75% in this stage does not proceed to stage 3**

	TECHNICAL EVALUATION REQUIREMENTS	Marks
1	<p><b><u>1.Key Personnel Qualifications and Company’s past Experience/Operation performance (25points)</u></b></p> <p><b>(a) <u>Key Personnel Qualifications and experiences – 25 points</u></b></p> <p>List/provide at least four (4) key professional staff with specific portfolios/tasks each with the following minimum qualification and experience:</p> <p>a) Principal Officer/Contract Manager must have a minimum of Undergraduate (Bachelor) degree in insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates – 3 points for each certificate – <b>total 6 points</b>] with not less than seven years’ experience as a senior manager in the insurance industry {3 points or prorate for fewer years of experience} – <b>(total 9 points)</b></p>	9
	<p>b) The other three must have a minimum of a Diploma of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates - 2 points each] with at least five years’ experience in the insurance industry handling General Insurance Services s related covers {2 point each or prorate for less years</p>	

	TECHNICAL EVALUATION REQUIREMENTS	Marks
	of experience} – (total 12 points) and;	
	c) Certified CVs signed by both the employer and the employee { 1 point each } – (total 4 points)	4
	<p><b><u>Company’s past Experience/Operation performance – (40 points) -</u></b></p> <p>➤ The company must have offered General Insurance Services cover and Last expense to at least 3 large corporate clients with a minimum of two hundred (200) employees each and have serviced them and can demonstrate past experience in providing similar services. Provide details of the client as below:</p> <p>a) Names {1point each},</p> <p>b) Addresses { 1 point each }</p> <p>c) Contact persons { 2 point each }</p> <p>d) Clients employee number of not less than two hundred (200) each { 1 point each or zero for less }</p> <p>e) Attaching any evidence like letters of engagement, Contract awards etc. from the said clients { 3 points each or zero for none }</p> <p>➤ Provide actual turnaround time for settling claims (attach evidence) – 16 points Present the total number falling within the limits given below:</p> <ul style="list-style-type: none"> <li>• 0 – 10 days – 16 points</li> <li>• 10 – 20 days – 15 points</li> <li>• 20 – 30 days – 10 points</li> <li>• Beyond 30 days – 0 points</li> </ul>	<p>3</p> <p>3</p> <p>6</p> <p>3</p> <p>9</p> <p>16</p>
	<p><b><u>3. Business support – 35 points</u></b></p> <p><b>(a) Reinsurance Cover (10 points) - Underwriter</b> The tenderer recommended underwriter must have a Reinsurance policy in place from a well-known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes. – 10 points</p>	10

	TECHNICAL EVALUATION REQUIREMENTS	Marks
	<p><b>(b) Business volumes handled in the last three (3) years related to General Insurance Services cover (20 points)</b></p> <ul style="list-style-type: none"> <li>• Over Ksh100 million – 20 points</li> <li>• Ksh50 – 100 million – 10 points</li> <li>• Below Ksh50 million – 0 points</li> </ul>	<b>20</b>
	<p><b>(c) Tenderers’ appointed Bankers – 1.5 points and authority to seek references – 1.5point (authority should be given in writing) – total of 3 points</b></p>	<b>3</b>
	<p><b>(d) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned, and the disputed amount. If none, state so – 2 Points. If not stated score is zero.</b></p>	<b>2</b>
	<b>TOTAL MARKS (%)</b>	<b>100</b>

**Note:**

**Only Tenderers scoring a minimum of 75% of the total technical score (stage two) shall proceed to stage three for financial/quotation comparisons.**

**STAGE THREE**

**4.4.5. Financial (Premium) Comparison and checking for arithmetic errors if any**

**RECOMMENDATIONS (S)**

**4.4.6. The insurance company that present the most compliant specifications and be the lowest priced offer shall be deemed to be the lowest evaluated tenderer(s) and shall be recommended for award.**

**SECTION V: - PRICE SCHEDULE FOR GENERAL INSURANCE SERVICES**

<b>Class</b>	<b>Required Cover</b>	<b>Sum Insured (Ksh)</b>	<b>Rate</b>	<b>Premium</b>	<b>Excess / Remarks</b>
Money Insurance	<ul style="list-style-type: none"> <li>- Money in transit (Ksh. 500,000)</li> <li>- Money in premises – working hours (Ksh.50,000)</li> <li>- Money in premises in locked safe/strong room outside working hours (Ksh. 250,000)</li> </ul> Estimated annual carry.	800,000			
Fire insurance	<ul style="list-style-type: none"> <li>- Computer, Copier/Printers, Network devices, TVs &amp; Computer accessories (Ksh 21,617,442.60 million)</li> <li>- Furniture (Ksh 7,559,295 million)</li> </ul>	29,176,737.6			
Public Liability		5,000,000			
Theft by a Servant (Fidelity Guarantee)	<ul style="list-style-type: none"> <li>- Accountants (Ksh 500,000, one event/year)</li> <li>- Cashier (Ksh 500,000, one event/year)</li> <li>- Head of Stores (Ksh 150,000, one event/year)</li> </ul>	1,150,000			
Electronic Equipment (power surge and theft)	<ul style="list-style-type: none"> <li>- Computer, Copier/Printers, Network devices, TVs &amp; Computer accessories (Ksh 21,617,442.60)</li> </ul>	21,617,442.60			
<b>QUOTATION GRAND TOTAL (KSH)</b>					

### **Claim Ratio**

(i)	Money Insurance	-	Zero
(ii)	Fire insurance	-	Zero
(iii)	Public liability	-	Zero
(iv)	Theft by a servant (Fidelity guarantee)	-	Zero
(v)	Electronic equipment	-	Zero

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER**-The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** -The contract form shall **not** be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after the contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form**-When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to TWWDA.
6. **Declaration Form** – Must be completed by the tenderer and submitted with the tender documents
7. **Performance security Form** -The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to TWWDA.
8. Any other as indicated.

**6.1 Form of Tender**

To:

Date: \_\_\_\_\_

**The C.E.O**  
**Tana Water Works Development Agency**  
**P.O. Box 1292-10100**  
**NYERI**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures Inclusive of VAT]or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide General Insurance Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender during the contract period from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## 6.2 Contract Form

This agreement is made on \_\_\_\_\_ (Day/Month/Year) between **MS** \_\_\_\_\_ - \_\_\_\_\_ of Post Office Number \_\_\_\_\_, in the Republic of Kenya (Hereinafter called the “external provider” which expression shall where the context so admit include it’s successors and permit assigns) of the one part

**AND**

**TANA WATER WORKS DEVELOPMENT AGENCY (TWWDA) P.O Box 1292-10100, NYERI** (hereinafter called “**The Customer**” which expression shall where the context so admits include its successors and permitted assigns) of the other part.

**Whereas** the said external provider has agreed to provide **General Insurance** Services as per the provisions in the submitted tender for the provision of the said services by the external provider as listed under (2) below at a total premium of **KES** \_\_\_\_\_ (\_\_\_\_\_ ) (herein after referred to as the `Contract Price`).

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the Contract referred to.
2. **Scope:**

S/NO	Insurance Cover	Premium (KES)
1.		

3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) Certificate of Incorporation;
  - b) List of Directors;
  - c) Tender form and the price schedule submitted by the tenderer;



- d) Scope of requirements/Extent of services to be provided;
- e) Instruction to tenderers;
- f) Schedule of requirements;
- g) Details of Insurance cover;
- h) General conditions of the contract;
- i) Special conditions of contract (if any);
- j) Procuring entity`s notification of intention to enter into this contract;
- k) Confidential business questionnaire Form;
- l) Tender Security Form;
- m) Declaration Form;
- n) Policy Document/s

4. In consideration of the payments to be made by the Procuring Entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring Entity to provide the **specified General Insurance** Cover and to remedy defects therein in conformity in all respects with the provisions of this Contract.

5. The Procuring Entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of the defects therein, the contract price or such other sum as may become payable under the provisions of this contract at the times and in the manner prescribed by the contract.

6. This contract will commence on \_\_\_\_\_ (Day/Month/Year) and will run up to and including \_\_\_\_\_ (Day/Month/Year). Further, this Agreement being a Multi-year contract will be due for extension for another one year with effect from \_\_\_\_\_ (Day/Month/Year) up to and including \_\_\_\_\_ (Day/Month/Year) subject to exemplary performance by the contracted Firm; unless otherwise terminated by the Procuring entity by giving a thirty (30) days advance written notice of termination to the contracted firm prior to the date of termination.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein before written.**

For and on behalf of **TANA WATER WORKS DEVELOPMENT AGENCY**

Name: \_\_\_\_\_ -

Designation: **CHIEF EXECUTIVE OFFICER-TWWDA**

Signature: \_\_\_\_\_



Date: \_\_\_\_\_ (Day/Month/Year)

In the presence of:

Witness: Name: \_\_\_\_\_ -

Address: 1292-10100, NYERI

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Day/Month/Year)

.....  
For and on behalf of the Company: MS \_\_\_\_\_

Full name of the

Authorized representative: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (Day/Month/Year)

**6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business.

**You are advised that it is a serious offense to give false information on this Form.**

Part 1 General:

Business Name ..... Location of business premises  
..... Plot No. & Name of Premise .....  
Street/Road .....  
Postal Address ..... Tel. No. ....  
Email .....  
Nature of business .....  
Registration Certificate No. ....

The maximum value of a business that you can handle at any one time Kshs.  
.....  
Name of your bankers.....Branch .....

Part 2(a) – Sole Proprietor:

Your name in full .....Age .....  
Nationality ..... Country of origin .....  
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.....				
2.....				
3.....				
4.....				
5.....				

Part 2(c) – Registered Company:

Private or public .....  
State the nominal and issued capital of the company –



Nominal Kshs... ..  
Issued Kshs.....

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

***Part 2 (d) – Interest in the Firm:***

Is there any person/persons in **Tana Water Works Development Agency** in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

.....  
(Title) (Signature) (Date)

**\*Attach proof of citizenship**



**6.4 DECLARATION NOT TO BE INVOLVED IN CORRUPT OR FRAUDULENT PRACTICES**

TO: The Chief Executive Officer

Date: \_\_\_\_\_

Tana Water Works Development Agency

P.O. Box 1292-10100, NYERI

Ladies and/or Gentlemen,

Being duly authorized to represent and act on behalf of \_\_\_\_\_  
 (name of firm) (hereinafter referred to as `the Applicant`) and have reviewed and fully understood all of the tender information provided, the undersigned hereby admits that \_\_\_\_\_ (name of the firm) has **Never Been Involved in any Corrupt or Fraudulent Practice/s** and further commit **Not to be involved in any Corrupt or Fraudulent Practices and that We Shall Observe the Highest Standard of Ethics during the Procurement Process and Execution of Contracts.**

We further agree (by signing this declaration hereunder) that failure to comply with the above may lead to:

- i. Rejection of our proposal;
- ii. Having our firm`s details submitted to the Public Procurement Regulatory Authority (PPRA) for the purpose of debarring our firm from participating in public procurement in Kenya

Signed:	Signed:	Signed:
Name:	Name:	Name:
Designation:	Designation:	Designation:



**6.5 TENDER SECURITY FORM**

WHEREAS .....(hereinafter called “the Tenderer”) has submitted his Tender dated ..... for **PROVISION OF GENERAL INSURANCE SERVICES; Tender No. TWWDA/T/008/2022-2024**. KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto.....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of.....20.....

THE CONDITIONS of this obligation are:

- 1. If after Tender opening the Tenderer withdraws his Tender during the period of Tender Validity specified in the instructions to Tenderers

Or

- 2. If the Tenderer, having been notified of the acceptance of his Tender by the Employer during the period of Tender Validity:
  - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
  - c) Rejects a correction or an arithmetic error in the Tender.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Tender Validity, and any demand in respect thereof should reach the Bank not later than the said date.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature of the Bank)

\_\_\_\_\_  
(witness)  
(seal)

\_\_\_\_\_



**6.6 PERFORMANCE SECURITY FORM**

To: .....  
[Name of TWWDA]

WHEREAS ..... [name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to  
supply .....  
[Description of insurance services] (Hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]



**6.7 LETTER OF NOTIFICATION OF AWARD**

Address of TWWDA

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify you that the contract/s stated below under the above-mentioned tender has been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 14 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR CHIEF EXECUTIVE OFFICER



## APPENDICES

All tenderers are advised to submit all the required documents and information as appendices in the following manner:

APPENDIX I – All the Mandatory (Statutory) Requirements

APPENDIX 2 - Key personnel details and copies of academic and professional certificates minimum three

(Attached their copies [*highest level*] of academic and professional certificates):

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION (academic & professional level) AND EXPERIENCE

APPENDIX 3 - Curriculum Vitae (CV) in the format shown below

APPENDIX 4 - Tenderers' Relevant Experience

APPENDIX 5 – Re-Insurance Treaties

APPENDIX 6 - Annual Premium Turnover

(To be certified by the Principal Officer and the firm's External Auditors)

APPENDIX 7 - Audited Accounts from Tenderers (Brokers/Underwriters) for the Last Three Financial Years.

(Copies should be certified by the External Auditor and the Principal Officer)

APPENDIX 8 – All the requested documents and information

APPENDIX 9 - Any other information including tenderers explanation of the scope of cover and facilities

**FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF**

**Proposed Position:** \_\_\_\_\_  
**Name of Firm:** \_\_\_\_\_  
**Name of Staff:** \_\_\_\_\_  
**Profession:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_  
**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_  
**Membership in Professional Societies:** \_\_\_\_\_

Detailed Tasks, which will be assigned;

- i).....
- ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

- i).....
- ii).....
- iii).....

**Key Qualifications:**

*[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe the degree of responsibility held by staff members on relevant previous assignments and give dates and locations].*

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**Education:**

*[Summarize college/university and other specialized education of staff members, giving names of schools, dates attended and degree[s] obtained.]*

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**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

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**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ **Date:** \_\_\_\_\_  
*[Signature of an authorized representative of the firm]*

**Full name of staff member:** \_\_\_\_\_  
**Full name of authorized representative:** \_\_\_\_\_



FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

**Relevant five assignments carried out in the Last Three Years  
That best illustrates your experience (At least 3 Corporate Clients).**

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:		Sum Insured (Kshs):	
Address:		Duration of Policy with Client	
Start Date (Month/Year):	Completion Date (Month/Year):	Date:	Premium (in Kshs)
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Service:			
Full Description of Actual Services Provided by Your Staff:			

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Tender Number** ..... To supply goods, render services, and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceedings under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants, and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

